

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF TENNESSEE  
AT CHATTANOOGA**

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**JENNIFER S. KOUNS,**

**Plaintiff,**

**v.**

**WALMART, INC.,  
WALMART SUPERCENTER, and  
AGREE STORES, LLC,**

**Defendants.**

**No. \_\_\_\_\_**

**JURY DEMANDED**

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**NOTICE OF REMOVAL**

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COMES NOW the Defendant, WAL-MART STORES EAST, L.P., incorrectly styled as "Walmart, Inc., and Wal-Mart Stores East, LP", by and through the undersigned counsel, and hereby notifies the Judges of the United States District Court for the Eastern District of Tennessee, Southern Division at Chattanooga, the Clerk of the Circuit Court of Marion County, Tennessee, and the Plaintiff, Jennifer S. Kouns, that the action described herein and filed in the Circuit Court of Marion County, Tennessee is removed to the United States District Court for the Eastern District of Tennessee, Southern Division at Chattanooga pursuant to 28 U.S.C. §§ 1441.

1. On July 9, 2021, Plaintiff filed a civil action against Defendants in the Circuit Court of Marion County, Tennessee bearing civil action No. 22756.

2. Plaintiff filed this premises liability action based upon an incident that allegedly occurred on or about August 21, 2020 at Wal-Mart Store #1089 located at 525 Kimball Crossing Drive, Kimball, Tennessee 37347.

3. Defendant, Wal-Mart Stores East, LP, was served with copies of the Summons and Complaint through its registered agent, CT Corporation, by process server on July 14, 2021.

4. Defendants seek removal of this action to this Court pursuant to 28 U.S.C. § 1332, upon the grounds that the controversy is wholly between citizens of different states and involves an amount in controversy which exceeds Seventy-Five Thousand Dollars (\$75,000.00), exclusive of the interest and costs. See 28 U.S.C. § 1332. Specifically, Plaintiff's Complaint demands a judgment for compensatory damages in the amount "\$250,000.00." (Pl.'s Compl., p. 3, ¶VII).

5. Plaintiff is a resident and citizen of Grundy County, Tennessee, and Plaintiff was a Tennessee resident at the time of the filing of this action and at the time of removal.

6. Defendant, Wal-Mart Stores, East, L.P., is a Delaware limited partnership with its principle place of business in Bentonville, Arkansas.<sup>1</sup> WSE Management, LLC, a Delaware limited liability company, is the sole general partner of Defendant, Wal-Mart Stores East, LP. WSE Investment, LLC, a Delaware limited liability company, is the sole limited partner of Defendant, Wal-Mart Stores East, LP.<sup>2</sup> The sole member of WSE Management, LLC, and WSE Investment, LLC, is Wal-Mart Stores East, LLC, which is an Arkansas limited liability company. Wal-Mart Stores East, LLC is a wholly owned

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<sup>1</sup> For purposes of determining citizenship under 28 U.S.C. § 1332(c)(1), a limited partnership is deemed to be a citizen of every state where its general and limited partners reside. See Harvey v. Grey Wolf Drilling Co., 542 F.3d 1077, 1079 (5th Cir. 2008) (citing Carden v. Arkoma Assocs., 494 U.S. 185, 195–96, 110 S.Ct. 1015, 108 L.Ed.2d 157 (1990)).

<sup>2</sup> For purposes of determining citizenship under 28 U.S.C. § 1332(c)(1), a limited liability company is deemed to be a citizen of every state where its members reside. See Delay v. Rosenthal Collins Grp., LLC, 585 F.3d 1003, 1005 (6th Cir. 2009). Since "a member of a limited liability company may itself have multiple members—and thus may itself have multiple citizenships—the federal court needs to know the citizenship of each 'sub-member' as well." Id. (citing Hicklin Eng'g L.C. v. Bartell, 439 F.3d 346, 347–48 (7th Cir. 2006)).

subsidiary of Wal-Mart, Inc., a Delaware corporation with its principal place of business in Bentonville, Arkansas.

7. Defendant, Agree Stores, LLC, is a Delaware limited liability company with its principle place of business in Bloomfield Hills, Michigan. Agree Stores, LLC, is comprised of one member, Joel N. Agree, an individual resident of Bloomfield Hills, Michigan.

8. The amount in controversy exceeds Seventy-Five Thousand Dollars (\$75,000.00), exclusive of interest and costs. (See Pl.'s Compl., p. 3, ¶VII).

9. This notice is filed within the time prescribed by 28 U.S.C. § 1446(b).

10. Copies of the Summons and Complaint served on Defendant are attached as an Exhibit hereto.

WHEREFORE, Defendant hereby gives notice that the said civil action No. 22756 is removed from the Circuit Court of Marion County, Tennessee, to this Court.

Respectfully submitted,

RAINEY, KIZER, REVIERE & BELL, PLC

By: /s/ N. Mark Kinsman

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**CERTIFICATE OF SERVICE**

The undersigned certifies that a true copy of this pleading or document was served by mailing postage prepaid and/or by electronic means, as follows:

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This the 13<sup>th</sup> day of August, 2021.

/s/ N. Mark Kinsman